

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA (PITTSBURGH)**

IN RE:	:	
HEIDI E BLAKE	:	BK. No. 20-21316-GLT
Debtor	:	
	:	Chapter No. 7
FREEDOM MORTGAGE CORPORATION	:	
Movant	:	Hearing Date: 06/18/2020
v.	:	
HEIDI E BLAKE	:	Hearing Time: 10:00 AM
and	:	
NATALIE LUTZ CARDIELLO (TRUSTEE)	:	Objection Date: 06/01/2020
Respondents	:	

MOTION FOR RELIEF FROM THE AUTOMATIC STAY

/s/ Thomas Song, Esquire

Thomas Song, Esq., Id. No.89834

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May 11, 2020

1. Movant is **FREEDOM MORTGAGE CORPORATION**.
2. **Debtor, HEIDI E BLAKE, and Non-Filing Co-Borrower, CHRISTOPHER C FRIES**, is the owner of the premises located at **10912 CARLSON DRIVE, NORTH HUNTINGDON, PA 15642**, hereinafter known as the mortgaged premises.
3. Movant is the holder of a mortgage, original principal amount **\$122,735.00** on the mortgaged premises, that was executed on **February 27, 2015**.
4. Movant instituted foreclosure proceedings on the mortgage because of Debtor's failure to make the monthly payment required thereunder.
5. As of May 7, 2020, the principal balance owed on the loan is \$111,722.04.
6. Interest in the amount of \$3,767.87 has accrued since the application of the last payment received from the Debtor.
7. In addition, the following charges, fees and costs have been added to the balance of the loan and are due and owing to Movant: Unpaid Late Charges in the amount of \$223.80, Mortgage Insurance Premium Due in the amount of \$151.86, Escrow Advance in the amount of

\$2,109.22, Property Preservation Expenses in the amount of \$1,658.60, Foreclosure Fees and Costs in the amount of \$2,263.50, and Property Inspection Fees in the amount of \$160.00.

8. As of May 7, 2020, the payoff due on the mortgage is \$122,056.89.

9. Debtor has failed to tender payments for the months of August 2019 through May 2020. The monthly payments for August 2019 through November 2019 are \$791.47 each, the monthly payments for December 2019 through May 2020 are \$793.70 each, with Unpaid Late Charges in the amount of \$223.80, Property Preservation Expenses in the amount of \$1,658.60, Foreclosure Fees and Costs in the amount of \$2,263.50, and Property Inspection Fees in the amount of \$160.00. The next payment is due on or before June 1, 2020 in the amount of \$793.70.

10. As of May 7, 2020, the amount necessary to reinstate the loan is \$12,233.98.

11. The fair market value of the premises is \$115,000.00 based on the Debtor's Schedule A/B: Property. A copy of the Debtor's Schedule A/B: Property is attached hereto as Exhibit "A" and made a part hereof.

12. As per the Debtor's Statement of Intention, dated April 22, 2020, the Debtor plans to surrender the property. A copy of the Debtor's Statement of Intention is attached hereto as Exhibit "B" and made a part hereof.

13. There are no Junior Lien holders.

14. There are no liens on the premises that are senior to Movant's lien.

15. The foreclosure proceedings instituted were stayed by the filing of the instant Chapter 7 Petition.

16. The Debtor has no equity in the premises.

17. Movant has cause to have the Automatic Stay terminated as to permit Movant to complete foreclosure on its mortgage.

18. Movant specifically requests permission from the Honorable Court to communicate with Debtor and Debtor's counsel to the extent necessary to comply with applicable nonbankruptcy law.

19. Respondent, NATALIE LUTZ CARDIELLO, is the Trustee appointed by the Honorable Court

WHEREFORE, Movant respectfully requests that this Court enter an Order;

a. Modifying the Automatic Stay under 11 U.S.C. Section 362 of the Bankruptcy Code with respect to the mortgaged premises as to permit the Movant, its successors or assignees, to foreclose on its mortgage or take any legal or consensual action enforcement of its right to possession of, or title to, said premises (such actions may include but are not limited to the signing of a deed in lieu of foreclosure or entering into a loan modification agreement) and to allow the purchaser of said premises at Sheriff's Sale (or purchaser's assignee) to take any legal or consensual action for enforcement of its right to possession of, or title to, said premises; and

b. Granting any other relief that this Court deems equitable and just.

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